

**United States Bankruptcy Court
Western District of Washington**

In re Thomas and Brielyn Fenton
Debtor

Case No. 15-17409-MLB

Individual Case under Chapter 11

THOMAS AND BRIELYN FENTON'S 1st AMENDED DISCLOSURE STATEMENT
DATED OCTOBER 17, 2016

I. INTRODUCTION

This is the 1st Amended disclosure statement (the "Disclosure Statement") in the individual chapter 11 case of Thomas and Brielyn Fenton (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the First Amended Plan of Reorganization (the "Plan") filed by the Debtor on October 18, 2016. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed at pages 4-10 of this Disclosure Statement. General unsecured creditors are classified in Classes 5 and 6, and will receive a distribution of 35% of their allowed claims.

Creditors Brian and Trina Doheny have filed an Objection to the Adequacy of the Debtor's Disclosure Statement [Dkt. 45]. The parties have met and conferred under the rules, and have agreed to attach the Objection hereto as Exhibit G for the purpose of satisfying the requirements under Section 1125. By attaching the Objection, Brian and Trina Doheny are not waiving their right to object to the confirmation of the Debtor's Plan of Reorganization based on feasibility. Also by attaching the Objection, the Debtors are allowing the creditors to review the same, but they are not admitting the truth of any of the statements or allegations contained therein.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,

- Why the Proponent believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. Time and Place of the Hearing to [Finally Approve This Disclosure Statement and] Confirm the Plan

The hearing at which the Court will determine whether to approve this Disclosure Statement and set a date to confirm the Plan will take place at a date and time separately noted, in Courtroom 7106, at the US Courthouse, 700 Stewart Street, Seattle, WA 98101.

2. Deadline for Voting to Accept or Reject the Plan

If you are entitled to vote to accept or reject the plan, you will be given an opportunity to vote See section IV.A. below for a discussion of voting eligibility requirements. Your ballot must be received by 7 days prior to the date that will be set by the Court for confirmation of the Plan.

3. Deadline for Objecting to the [Adequacy of Disclosure and] Confirmation of the Plan

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon the debtor's counsel at least 7 days prior to the hearing.

4. Identity of Person to Contact for More Information

If you want additional information about the Plan, you should contact Larry B. Feinstein, 520 Pike Street, Suite 2250, Seattle, WA 98101.

C. Disclaimer

The Court has approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

II. BACKGROUND

A. Description and History of the Debtor's Business

The Debtor is a married couple, parents to four children. They own and operate Fenton Consulting, LLC. Its consulting services encompass land assessment, property evaluation, enhancement of current structures/remodeling/renovation, interior and exterior design, and development of new structures, and include construction, organization, scheduling, material applications, quality assurance, and compliance with safety and regulatory agencies.

B. Events Leading to Chapter 11 Filing

At the time of the filing of the bankruptcy, the Debtor was embroiled in a legal dispute with Brian & Trina Doheny, the Co-Debtor's parents, regarding the obligation owed by the Debtors to Mr. and Mrs. Doheny (King County Superior Court case number 15-2-06183-6 SEA). In order to effectively reorganize its debts, the Debtor filed their Chapter 11 petition on December 22, 2015.

C. Significant Events During the Bankruptcy Case

The Debtor's case has proceeded steadily, while they have continued to increase the profitability of their business and increase their personal cash flow in anticipation of confirmation of this Plan of Reorganization. The only professional employed by the estate is counsel for the Debtor, Larry Feinstein.

D. Projected Recovery of Avoidable Transfers

After a thorough investigation, the Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

E. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an

objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

F. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in Exhibit B.

The Debtor's most recent financial statements [if any] issued before bankruptcy, each of which was filed with the Court, are set forth in Exhibit C.

A summary of the Debtor's financial reports since the commencement of this case and historical financial data are set forth in Exhibit D.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$15,000 est.	Paid in full on the effective date of the Plan from any funds currently being held in Trust, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees		Paid in full on the effective date of the Plan
Other administrative expenses		Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$650.00	Paid in full on the effective date of the Plan
TOTAL	\$15,650.00	

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. *There were no priority tax claims in this case.*

C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class	Description	Treatment	
1	<p><i>Secured claim of:</i> Name = Alaska USA Fed Credit Union</p> <p>Collateral description = 2005 Cobalt 282 Boat, 2005 Twin Volvo Engine, and 2002 Dorsey Triple Axel Trailer</p> <p>Value of Collateral = \$58,070.00</p> <p>Allowed Secured Amount = \$51,034.78</p> <p>Not an Insider</p> <p>Not Impaired</p>	<p>Monthly Pmt</p> <p>Payments Begin</p> <p>Payments End</p> <p>Interest Rate</p> <p>Treatment</p>	<p>= \$616.06</p> <p>= 15th day of the first full month following the effective date of the Confirmed Plan</p> <p>= 8/31/2027</p> <p>= 9.99%</p> <p>= Retains Lien until paid in full</p>

2	<p><i>Secured claim of:</i> Name = Ford Credit</p> <p>Collateral description = Ford Mustang and Ford F350 Truck</p> <p>Value of Collateral = \$95,000.00</p> <p>Allowed Secured Amount = \$102,000.00</p> <p>Not an Insider</p> <p>Not Impaired</p>	<p>Debtor will continue to pay as agreed under the existing contract. This obligation shall not be modified by the Plan, and the original terms of the loan are hereby incorporated by reference.</p>	
3	<p><i>Secured claim of:</i> Name = Les Schwab Tire Centers</p> <p>Collateral description = Goods sold</p> <p>Value of Collateral = \$2,200.00</p> <p>Allowed Secured Amount = \$2,200.00</p> <p>Allowed Unsecured Amount = \$2,790.26</p> <p>Total Claim = \$4,990.26</p> <p>Not an Insider</p> <p>This Creditor is Impaired</p>	<p>Monthly Pmt</p> <p>Payments Begin</p> <p>Payments End</p> <p>Interest Rate</p> <p>Treatment</p>	<p>= \$56.00</p> <p>= 15th day of the first full month following the effective date of the Confirmed Plan</p> <p>= 60 months thereafter</p> <p>= 18%</p> <p>= Retains Lien until paid in full</p>

4	<p><i>Secured claim of:</i> Name = Nationstar Mortgage</p> <p>Collateral description = Debtor's Residence: 23826 SE 283rd Street, Maple Valley, WA 98038</p> <p>Value of Collateral = \$390,000.00</p> <p>Allowed Secured Amount = \$57,000.00</p> <p>Not an Insider</p> <p>Not Impaired</p>	<p>Monthly Pmt</p> <p>Payments Begin</p> <p>Payments End</p> <p>Interest Rate</p> <p>Treatment</p>	<p>= \$1211.00, or as adjusted by Creditor</p> <p>= 15th day of the first full month following the effective date of the Confirmed Plan</p> <p>= Pursuant to Deed of Trust recorded in King County, WA under Document Number 20100519000103 and hereby incorporated by reference</p> <p>= Governed by DoT</p> <p>= Retains Lien until paid in full</p>
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2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

There are no priority claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code.

3. *Classes of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

A. As to all Unsecured Creditors:

Notwithstanding the payments proposed below to the general unsecured Class 5, 6, and 7 creditors, the Plan will be amended prior to confirmation to provide that, if the Debtors sell or refinance their personal residence (set out in Class 4 above), and the Plan has not yet termed out, i.e. that the debtor has not yet completed the payments provided for under Classes 5, 6, and 7 below, then the entitlement/dividend to be paid to said creditors shall balloon and become fully due and payable upon the closing of the sale or refinance of the residence, and any sale shall make adequate provisions in the closing to pay any remaining balances due under this Plan to said creditors.

B. The following chart identifies the Plan's proposed treatment of Classes 5, 6, and 7, which contain general unsecured claims against the Debtor. Prior to the confirmation of the Plan, Class 7 below shall also be amended to include additional default language providing that, in addition to the remedy of declaring a balloon payment due in full within 6 months of any default in payments by the Debtors, Creditors Brian and Trina Doheny are not waiving their statutory remedy to also file a motion to convert the Bankruptcy to a Chapter 7 proceeding and request the Trustee to sell the above-referenced residence and use the funds to pay any remaining balances due and owing to said creditors.

Class #	Description	Impairment	Treatment	
5	Unsecured Creditors with Allowed Claims under \$1,000 Including: Alaska USA = \$66.97 Capital One A = \$868.43 Capital One B = \$852.97 Citibank = \$170 Opus Bank = \$1000 Planned Parenthood = \$300 Synchrony Bank A = \$969.30 Total Allowed Claims = \$4227.67	Impaired	Creditors with Allowed Claims under \$1,000 will receive a 35% distribution within 90 days of the Effective Date of the Plan. Total Estimated Payout = \$1,479.68	
6	Unsecured Creditors with Allowed Claims under \$10,000	Impaired	Monthly Pmt Pmts Begin	= \$196.16 (to be paid pro rata) = 15 th day of the first

	<p>Including: Bank of America = \$3500 Brand Source = \$5600 Capital One C = \$1134.20 Capital One D = \$2371.23 Home Depot = \$2300 Les Schwab = \$2790.26 Puget Sound Collections = \$1377.58 Seahawks Visa A = \$5000 Seahawks Visa B = \$4300 Synchrony Bank B = \$3554.81 Synchrony Bank C = \$1698.14</p> <p>Total Allowed Claims = \$33,626.22</p>		<p>Pmts End = 60 months thereafter</p> <p>Interest rate = 0%</p> <p>Estimated percent of claim paid = 35%</p> <p>Total Estimated Payout = \$11,769.17</p>	<p>full month following the effective date of the Confirmed Plan</p>
7	<p>The Unsecured Claim of Brian and Trina Doheny</p> <p>Allowed Claim = \$453,575.91</p> <p>This creditor is an insider of the Debtors (Co-Debtor's parents).</p>	Impaired	<p>Monthly Pmt = \$1259.77</p> <p>Pmts Begin = 15th day of the first full month following the effective date of the Confirmed Plan, via direct auto payments</p> <p>Pmts End = 72 months following the effective date of the Confirmed Plan</p> <p>Interest rate = 0%</p> <p>Balloon Pmt = \$362,872.47 on or before the last day of the month, 72 months (6 years) from the effective</p>	

				date of the Confirmed Plan
			Additional Default Provision = If the Debtor defaults on their monthly payments, after written notice and an opportunity to cure to be given to the Debtors and to Debtors' counsel (at feinstein1947@gmail.com and by regular mail) the balance of the claim shall balloon and become fully due six months from the date of the Notice of Default	

4. *Class of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class[es] of equity interest holders:

Class #	Description	Impairment	Treatment
8	Equity interest holders	Not Impaired	As the Debtors are individuals, they will retain their interest in the estate.

D. Means of Implementing the Plan

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

Payments under the Plan will be made from income and wages earned through Fenton Consulting, LLC, the Debtor's wholly owned limited liability company. A profit and loss statement for the LLC is attached hereto as part of Exhibit G. The source of payment for the balloon payment due 6 years from the effective date of confirmation of the Plan to Class 7 will be the sale or refinance of the Debtor's residence.

2. *Post-confirmation Management – N/A*

3. *Property of the Estate – Turnover under §542*

Upon confirmation of this Plan, property of the estate held by third parties shall be turned over to the Debtors, which includes certain personal property being held by Class 7 creditors Doheny. Said property shall be turned over within two weeks to a neutral third party of Fenton's choosing, at a location convenient to the Parties as communicated through their attorneys.

E. Risk Factors

Barring death or serious disability of the Debtors that would render them unable to work, the following risk factors should be considered regarding the proposed Plan:

Though the Debtors limited liability company is thriving, there is a risk that the proposed income projections do not materialize. There is also a seasonal variation, as the Debtor's primary business involves remodeling and interior/exterior design. Revenue to the business is not guaranteed from week to week or even month to month, and it can fluctuate. However, Debtors are determined to see this plan through and will do what is necessary to guard against these risks.

F. Executory Contracts and Unexpired Leases

The Plan, in Exhibit 5.1, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Exhibit 5.1 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in Exhibit 5.1 will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

The following are the anticipated tax consequences of the Plan: There are no known or anticipated tax consequences to the Plan.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. **Who May Vote or Object**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes 3, 5, and 6 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes 1, 2, and 4 are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was April 29, 2016.

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is **Not** Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan [and to the Adequacy of the Disclosure Statement].

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a “cramdown” confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit E.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. *Ability to Make Future Plan Payments and Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit F.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. DISCHARGE OF DEBTOR

Discharge. Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan to the general unsecured creditors in Classes 5 and 6, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. OTHER PLAN PROVISIONS

1. Debtors reserve the right to seek confirmation of the Plan notwithstanding the rejection of the Plan by one or more classes of creditors, pursuant to 11 U.S.C. §1129(b).
2. All administrative expenses shall be paid on the effective date of the Plan, or as otherwise agreed by the parties without further court order.
3. The Debtors shall act as their own disbursing agents for payments under the Plan.

4. Secured creditors whose loans are restructured under this Plan shall treat said loans as current and treat said obligations as an ongoing amortizing obligation.
5. On the effective date of the Plan, all property of the Debtors' estate will vest in the reorganized Debtors pursuant to 11 U.S.C. §1141(b), free and clear of all claims and interests, except that the liens of secured creditors shall be retained until all required payments to the creditors under the Plan are completed.
6. Unless otherwise specified, the following default provisions apply to all creditors:
 - a. A "default" shall be defined as the debtor's failure to make a payment or otherwise perform in accordance with this Plan of Reorganization. The Debtor shall have a 15-day grace period following the due date specified herein, during which time the Debtor may make a cure payment. If no due date is specified, that date shall be the 15th day of the month.
 - b. In the event of default and following the 15-day grace period, the creditor occasioning said default shall give the Debtors 30 days' Notice of Default and opportunity to cure. If said default is not cured within 30 days from the date of the Notice, the creditor shall be entitled to relief from the stay under this Plan without further court order, and may enforce any state or federal collection rights that may exist, or as otherwise provided in this Plan for default remedies.
7. Creditors nor any third party on their behalf may not take any actions (including, without limitation, lawsuits or other legal actions, levies, attachments, or garnishments) to enforce or collect either pre-confirmation obligations or obligations due under the Plan, so long as the Debtors are not in material default under the Plan and the creditor has not been granted relief from the stay. Provided that the Debtors do not materially default under the Plan, creditors shall be prohibited from taking any enforcement or collection actions or any kind against the Debtors.
8. In the event a dispute arises as to the interpretation post-confirmation of this Plan or the payment terms therein, the Bankruptcy Court shall retain jurisdiction over the Debtor and the claims administered herein even if the case has been closed administratively, prior to entry of the Order of Discharge.
9. General Release (Effective Upon Confirmation of the Plan of Reorganization)
 - a. The following General Release shall apply to all creditors whose debts are administered through this Plan of Reorganization, and shall be effective immediately upon Confirmation of the Plan of Reorganization, notwithstanding Paragraph 8.02 of the Plan of Reorganization.
 - b. Creditors hereby release the Debtors of and from any and all claims,

demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein, that said creditors hereunder now have or may acquire as of the date of Confirmation, including without limitation, those claims in any way arising out of, connected with or related to any and all prior credit accommodations, if any, provided by Debtors to Creditors, and any agreements, notes or documents of any kind related thereto or the transactions contemplated thereby or hereby, or any other agreement or document referred to herein or therein.

- c. Creditors hereby acknowledge, represent and warrant to Debtors that they agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses and claims which are released by the provisions of this General Release in favor of the Debtors, and Creditors hereby waive and release all rights and benefits which they might otherwise have under any state or local laws or statutes with regard to the release of such unknown, unanticipated or misunderstood defenses and claims.
 - d. The Debtors hereby specifically acknowledge and agree that: (i) none of the provisions of this Release shall be construed as or constitute an admission of any liability on the part of either of the Parties; (ii) the provisions of this Plan shall constitute an absolute bar to any claims of any kind, whether any such claim is based on contract, tort, warranty, mistake or any other theory, whether legal, statutory or equitable; and (iii) any attempt to assert a claim barred by the provisions of this Plan shall subject Creditors to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action.
10. Any notices, requests, and demands required or permitted to be provided under the Plan, in order to be effective, shall be in writing (including, without express or implied limitation, by facsimile transmission and email), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made within actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Thomas and Brielyn Fenton
c/o Larry B. Feinstein
520 Pike Street, Suite 2250,
Seattle WA 98101

Phone: (206) 223-9595
Fax: (206) 386-5355
Email: feinstein1947@gmail.com

11. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors and assigns of such entity.

Respectfully Submitted,

/s/ Thomas Fenton
Thomas Fenton, Debtor

/s/ Larry B. Feinstein
Larry Feinstein, WSBA #6074
Attorney for Debtors

/s/ Brielyn Fenton
Brielyn Fenton, Co-Debtor

EXHIBITS

Exhibit A Copy of Proposed Plan of Reorganization

**United States Bankruptcy Court
Western District of Washington**

In re Thomas and Brielyn Fenton
Debtor

Case No. 15-17409-MLB

Individual Case under Chapter 11

**THOMAS AND BRIELYN FENTON'S FIRST AMENDED
PLAN OF REORGANIZATION
DATED OCTOBER 17, 2016**

**ARTICLE I
SUMMARY**

This Plan of Reorganization (the "Plan") under Chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Thomas and Brielyn Fenton (the "Debtor") from profits generated from their income and wages earned through Fenton Consulting, LLC, the Debtor's wholly owned limited liability company.

This Plan provides for four classes of secured claims; three classes of unsecured claims; and one class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 35 cents on the dollar. This Plan also provides for the payment of administrative in full on the effective date of this Plan with respect to any such claim (to the extent permitted by the Code or the claimant's agreement).

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

- 2.01 Class 1. The claim of Alaska USA Federal Credit Union, to the extent allowed as a secured claim under §506 of the Code.
- 2.02 Class 2. The claim of Ford Credit, to the extent allowed as a secured claim under §506 of the Code.
- 2.03 Class 3. The claim of Les Schwab Tire Centers, to the extent allowed as a secured claim under §506 of the Code.

- 2.04 Class 4. The claim of Nationstar Mortgage, to the extent allowed as a secured claim under §506 of the Code.
- 2.05 Class 5. All general unsecured claims less than \$1,000 allowed under §502 of the Code.
- 2.06 Class 6. All general unsecured claims less than \$10,000 allowed under §502 of the Code.
- 2.07 Class 7. The general unsecured claim of Brian and Trina Doheny allowed under §502 of the Code
- 2.08 Class 8. Equity Interests of the Debtor.

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

- 3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims and priority tax claims are not in classes.
- 3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later

Professional Fees, as approved by the Court.	\$15,000 est.	Paid in full on the effective date of the Plan from any funds currently being held in Trust, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees		Paid in full on the effective date of the Plan
Other administrative expenses		Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$650.00	Paid in full on the effective date of the Plan
TOTAL	\$15,650.00	

- 3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid consistent with § 1129(a)(9)(C) of the Code. *There are no priority tax claims.*
- 3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

- 4.01 Claims and interests shall be treated as follows under this Plan:

Class	Description	Treatment	
1	<p><i>Secured claim of:</i> Name = Alaska USA Fed Credit Union</p> <p>Collateral description = 2005 Cobalt 282 Boat, 2005 Twin Volvo Engine, and 2002 Dorsey Triple Axel Trailer</p> <p>Value of Collateral = \$58,070.00</p> <p>Allowed Secured Amount = \$51,034.78</p> <p>Not an Insider</p> <p>Not Impaired</p>	<p>Monthly Pmt</p> <p>Payments Begin</p> <p>Payments End</p> <p>Interest Rate</p> <p>Treatment</p>	<p>= \$616.06</p> <p>= 15th day of the first full month following the effective date of the Confirmed Plan</p> <p>= 8/31/2027</p> <p>= 9.99%</p> <p>= Retains Lien until paid in full</p>
2	<p><i>Secured claim of:</i> Name = Ford Credit</p> <p>Collateral description = Ford Mustang and Ford F350 Truck</p> <p>Value of Collateral = \$95,000.00</p> <p>Allowed Secured Amount = \$102,000.00</p> <p>Not an Insider</p> <p>Not Impaired</p>	<p>Debtor will continue to pay as agreed under the existing contract. This obligation shall not be modified by the Plan, and the original terms of the loan are hereby incorporated by reference.</p>	

3	<p><i>Secured claim of:</i> Name = Les Schwab Tire Centers</p> <p>Collateral description = Goods sold</p> <p>Value of Collateral = \$2,200.00</p> <p>Allowed Secured Amount = \$2,200.00</p> <p>Allowed Unsecured Amount = \$2,790.26</p> <p>Total Claim = \$4,990.26</p> <p>Not an Insider</p> <p>This Creditor is Impaired</p>	<p>Monthly Pmt</p> <p>Payments Begin</p> <p>Payments End</p> <p>Interest Rate</p> <p>Treatment</p>	<p>= \$56.00</p> <p>= 15th day of the first full month following the effective date of the Confirmed Plan</p> <p>= 60 months thereafter</p> <p>= 18%</p> <p>= Retains Lien until paid in full</p>
4	<p><i>Secured claim of:</i> Name = Nationstar Mortgage</p> <p>Collateral description = Debtor's Residence: 23826 SE 283rd Street, Maple Valley, WA 98038</p> <p>Value of Collateral = \$390,000.00</p> <p>Allowed Secured Amount = \$57,000.00</p> <p>Not an Insider</p> <p>Not Impaired</p>	<p>Monthly Pmt</p> <p>Payments Begin</p> <p>Payments End</p> <p>Interest Rate</p> <p>Treatment</p>	<p>= \$1211.00, or as adjusted by Creditor</p> <p>= 15th day of the first full month following the effective date of the Confirmed Plan</p> <p>= Pursuant to Deed of Trust recorded in King County, WA under Document Number 20100519000103 and hereby incorporated by reference</p> <p>= Governed by DoT</p> <p>= Retains Lien until paid in full</p>

Classes of General Unsecured Claims

A. As to All Unsecured Creditors:

Notwithstanding the payments proposed below to the general unsecured Class 5, 6, and 7 creditors, the Plan will be amended prior to confirmation to provide that, if the Debtors sell or refinance their personal residence (set out in Class 4 above), and the Plan has not yet termed out, i.e. that the debtor has not yet completed the payments provided for under Classes 5, 6, and 7 below, then the entitlement/dividend to be paid to said creditors shall balloon and become fully due and payable upon the closing of the sale or refinance of the residence, and any sale shall make adequate provisions in the closing to pay any remaining balances due under this Plan to said creditors.

B. The following chart identifies the Plan's proposed treatment of Classes 5, 6, and 7, which contain general unsecured claims against the Debtor. Prior to the confirmation of the Plan, Class 7 below shall also be amended to include additional default language providing that, in addition to the remedy of declaring a balloon payment due in full within 6 months of any default in payments by the Debtors, Creditors Brian and Trina Doheny are not waiving their statutory remedy to also file a motion to convert the Bankruptcy to a Chapter 7 proceeding and request the Trustee to sell the above-referenced residence and use the funds to pay any remaining balances due and owing to said creditors.

Class #	Description	Impairment	Treatment	
5	Unsecured Creditors with Allowed Claims under \$1,000 Including: Alaska USA = \$66.97 Capital One A = \$868.43 Capital One B = \$852.97 Citibank = \$170 Opus Bank = \$1000 Planned Parenthood = \$300 Synchrony Bank A = \$969.30 Total Allowed Claims = \$4227.67	Impaired	Creditors with Allowed Claims under \$1,000 will receive a 35% distribution within 90 days of the Effective Date of the Plan. Total Estimated Payout = \$1,479.68	
6	Unsecured Creditors with Allowed Claims under \$10,000	Impaired	Monthly Pmt Pmts Begin	= \$196.16 (to be paid pro rata) = 15 th day of the first

	Including: Bank of America = \$3500 Brand Source = \$5600 Capital One C = \$1134.20 Capital One D = \$2371.23 Home Depot = \$2300 Les Schwab = \$2790.26 Puget Sound Collections = \$1377.58 Seahawks Visa A = \$5000 Seahawks Visa B = \$4300 Synchrony Bank B = \$3554.81 Synchrony Bank C = \$1698.14 Total Allowed Claims = \$33,626.22		Pmts End Interest rate Estimated percent of claim paid Total Estimated Payout	full month following the effective date of the Confirmed Plan = 60 months thereafter = 0% = 35% = \$11,769.17
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7	The Unsecured Claim of Brian and Trina Doheny Allowed Claim = \$453,575.91 This creditor is an insider of the Debtors (Co-Debtor's parents).	Impaired	Monthly Pmt Pmts Begin Pmts End Interest rate Balloon Pmt	= \$1,259.77 = 15 th day of the first full month following the effective date of the Confirmed Plan, via direct auto payments = 72 months following the effective date of the Confirmed Plan = 0% = \$362,872.47 on or before the last day of the month, 72 months (6 years) from the effective
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				date of the Confirmed Plan
			<p>Additional Default Provision= If the Debtor defaults on their monthly payments, after written notice and an opportunity to cure to be given to the Debtors and to Debtors' counsel (at feinstein1947@gmail.com and by regular mail) the balance of the claim shall balloon and become fully due six months from the date of the Notice of Default</p>	

Class #	Description	Impairment	Treatment
8	Equity interest holders	Not Impaired	As the Debtors are individuals, they will retain their interest in the estate.

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

- 5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.
- 5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed [by a final non-appealable order].
- 5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

- 6.01 Assumed Executory Contracts and Unexpired Leases.
- (a) The Debtor assumes all executory contracts and/or unexpired leases effective upon the effective date of this Plan.
- (b) A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than ten (10) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

- 7.01 Source of Payments. Payments under the Plan will be made from income and wages earned through Fenton Consulting, LLC, the Debtor's wholly owned limited liability company. The source of payment for the balloon payment due 6 years from the effective date of confirmation of the Plan to Class 7 will be the sale or refinance of the Debtor's residence.
- 7.02 Property of the Estate – Turnover under §542. Upon confirmation of this Plan, property of the estate held by third parties shall be turned over to the Debtors, which includes certain personal property being held by Class 7 creditors Doheny. Said property shall be turned over within two weeks to a neutral third party of

Fenton's choosing, at a location convenient to the Parties as communicated through their attorneys.

ARTICLE VIII

GENERAL PROVISIONS

- 8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.
- 8.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.
- 8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.
- 8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.
- 8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
- 8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Washington govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

ARTICLE IX

DISCHARGE

- 9.01 Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments under this Plan to the general unsecured creditors in Classes 5 and 6, or as otherwise provided in § 1141(d)(5) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule

4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE X
OTHER PROVISIONS

1. Debtors reserve the right to seek confirmation of the Plan notwithstanding the rejection of the Plan by one or more classes of creditors, pursuant to 11 U.S.C. §1129(b).
2. All administrative expenses shall be paid on the effective date of the Plan, or as otherwise agreed by the parties without further court order.
3. The Debtors shall act as their own disbursing agents for payments under the Plan.
4. Secured creditors whose loans are restructured under this Plan shall treat said loans as current and treat said obligations as an ongoing amortizing obligation.
5. On the effective date of the Plan, all property of the Debtors' estate will vest in the reorganized Debtors pursuant to 11 U.S.C. §1141(b), free and clear of all claims and interests, except that the liens of secured creditors shall be retained until all required payments to the creditors under the Plan are completed.
6. Unless otherwise specified, the following default provisions apply to all creditors:
 - a. A "default" shall be defined as the debtor's failure to make a payment or otherwise perform in accordance with this Plan of Reorganization. The Debtor shall have a 15-day grace period following the due date specified herein, during which time the Debtor may make a cure payment. If no due date is specified, that date shall be the 15th day of the month.
 - b. In the event of default and following the 15-day grace period, the creditor occasioning said default shall give the Debtors 30 days' Notice of Default and opportunity to cure. If said default is not cured within 30 days from the date of the Notice, the creditor shall be entitled to relief from the stay under this Plan without further court order, and may enforce any state or federal collection rights that may exist, or as otherwise provided in this Plan for default remedies.
7. Creditors nor any third party on their behalf may not take any actions (including, without limitation, lawsuits or other legal actions, levies, attachments, or garnishments) to enforce or collect either pre-confirmation obligations or obligations due under the Plan, so long as the Debtors are not in material default under the Plan and the creditor has not been granted relief from the stay. Provided that the Debtors do not materially default under the Plan, creditors shall be prohibited from taking any enforcement or collection actions or any kind against the Debtors.

8. In the event a dispute arises as to the interpretation post-confirmation of this Plan or the payment terms therein, the Bankruptcy Court shall retain jurisdiction over the Debtor and the claims administered herein even if the case has been closed administratively, prior to entry of the Order of Discharge.
9. General Release (Effective Upon Confirmation of the Plan of Reorganization)
 - a. The following General Release shall apply to all creditors whose debts are administered through this Plan of Reorganization, and shall be effective immediately upon Confirmation of the Plan of Reorganization, notwithstanding Paragraph 8.02, above.
 - b. Creditors hereby release the Debtors of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein, that said creditors hereunder now have or may acquire as of the date of Confirmation, including without limitation, those claims in any way arising out of, connected with or related to any and all prior credit accommodations, if any, provided by Debtors to Creditors, and any agreements, notes or documents of any kind related thereto or the transactions contemplated thereby or hereby, or any other agreement or document referred to herein or therein.
 - c. Creditors hereby acknowledge, represent and warrant to Debtors that they agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses and claims which are released by the provisions of this General Release in favor of the Debtors, and Creditors hereby waive and release all rights and benefits which they might otherwise have under any state or local laws or statutes with regard to the release of such unknown, unanticipated or misunderstood defenses and claims.
 - d. The Debtors hereby specifically acknowledge and agree that: (i) none of the provisions of this Release shall be construed as or constitute an admission of any liability on the part of either of the Parties; (ii) the provisions of this Plan shall constitute an absolute bar to any claims of any kind, whether any such claim is based on contract, tort, warranty, mistake or any other theory, whether legal, statutory or equitable; and (iii) any attempt to assert a claim barred by the provisions of this Plan shall subject Creditors to the provisions of applicable law setting forth the remedies for the bringing of groundless, frivolous or baseless claims or causes of action.
10. Any notices, requests, and demands required or permitted to be provided under the Plan, in order to be effective, shall be in writing (including, without express or

implied limitation, by facsimile transmission and email), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made within actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Thomas and Brielyn Fenton
c/o Larry B. Feinstein
520 Pike Street, Suite 2250,
Seattle WA 98101

Phone: (206) 223-9595
Fax: (206) 386-5355
Email: feinstein1947@gmail.com

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11. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors and assigns of such entity.

Respectfully Submitted,

/s/ Thomas Fenton
Thomas Fenton, Debtor

/s/ Larry B. Feinstein
Larry Feinstein, WSBA #6074
Attorney for Debtors

/s/ Brielyn Fenton per telephone
0/17/2016
Brielyn Fenton, Co-Debtor

Exhibit B Identity and Value of Material Assets of Debtor

Fill in this information to identify your case and this filing:

Debtor 1 **Thomas Mitchell Fenton**
First Name Middle Name Last Name

Debtor 2 **Brielyn Rae Fenton**
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: WESTERN DISTRICT OF WASHINGTON

Case number _____

Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

23826 SE 283rd St.
Street address, if available, or other description

Maple Valley WA 98038-0000
City State ZIP Code

King
County

What is the property? Check all that apply.

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: _____

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$390,000.00	\$390,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$390,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Thomas Mitchell Fenton**
Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
 Yes

3.1 Make: **Chevy**
Model: **Duramax**
Year: _____
Approximate mileage: _____
Other information:

Who has an interest in the property? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

 Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$6,000.00</u>	<u>\$6,000.00</u>

3.2 Make: **Kawasaki**
Model: **Sport**
Year: _____
Approximate mileage: _____
Other information:

Who has an interest in the property? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

 Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$4,000.00</u>	<u>\$4,000.00</u>

3.3 Make: **Chevy**
Model: **Avalanche**
Year: _____
Approximate mileage: _____
Other information:

Who has an interest in the property? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

 Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$15,000.00</u>	<u>\$15,000.00</u>

3.4 Make: **Ford**
Model: **F350**
Year: _____
Approximate mileage: _____
Other information:

Who has an interest in the property? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

 Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$50,000.00</u>	<u>\$50,000.00</u>

3.5 Make: **Ford**
Model: **Mustang**
Year: **2015**
Approximate mileage: _____
Other information:

Who has an interest in the property? Check one.
 Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

 Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$45,000.00</u>	<u>\$45,000.00</u>

Debtor 1 **Thomas Mitchell Fenton**
Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

3.6 Make: **Motor Home**
Model: _____
Year: **1974**
Approximate mileage: _____
Other information:

Brother's Motor Home. Should be titled to brother, but may still be in debtor's name.

Who has an interest in the property? Check one.

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,000.00

\$1,000.00

3.7 Make: **Ford**
Model: **Coachmen Surrey**
Year: _____
Approximate mileage: _____
Other information:

Recreational Vehicle

Who has an interest in the property? Check one.

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,000.00

\$1,000.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
 Yes

4.1 Make: **Cobalt**
Model: **Boat**
Year: **2005**
Other information:

Who has an interest in the property? Check one.

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$55,000.00

\$55,000.00

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$177,000.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
 Yes. Describe.....

Household goods

\$3,500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
 Yes. Describe.....

TV, cell phones, computer, etc.

\$1,500.00

Debtor 1 **Thomas Mitchell Fenton**
Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
 Yes. Describe.....

Books, pictures, art, etc.

\$500.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
 Yes. Describe.....

Camera, misc. hobby and sports equipment

\$1,500.00

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
 Yes. Describe.....

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
 Yes. Describe.....

Wearing Apparel

\$1,000.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
 Yes. Describe.....

Jewelry, including wedding rings and watches

\$3,500.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

- No
 Yes. Describe.....

14. Any other personal and household items you did not already list, including any health aids you did not list

- No
 Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$11,500.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
 Yes.....

Cash

\$1,000.00

Debtor 1 **Thomas Mitchell Fenton**
Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
 Yes.....

Institution name:

17.1. **2 Checking and 2 Savings Accounts with BECU** **\$200.00**

17.2. **Escrow for taxes and insurance by mortgage company** NationStar. **Unknown**

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
 Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- No
 Yes. Give specific information about them.....

Name of entity: Fenton Consulting LLC % of ownership: 100 % **\$100.00**

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
 Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
 Yes. List each account separately.

Type of account: _____ Institution name: _____

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company
Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
 Yes. Institution name or individual: _____

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
 Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
 Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
 Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
 Yes. Give specific information about them...

Debtor 1 **Thomas Mitchell Fenton**
Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
 Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
 Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
 Yes. Give specific information.....

Wendy Sanchez

\$50.00

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
 Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
 Yes. Name the insurance company of each policy and list its value.
Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
 Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
 Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- No
 Yes. Describe each claim.....

35. Any financial assets you did not already list

- No
 Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$1,350.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- No. Go to Part 6.

Official Form 106A/B
 Yes. Go to line 38.

Schedule A/B: Property

page 6

Current value of the portion you own?
Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

- No
- Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

- No
- Yes. Describe.....

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

- No
- Yes. Describe.....

Tools of trade

\$1,000.00

41. Inventory

- No
- Yes. Describe.....

42. Interests in partnerships or joint ventures

- No
- Yes. Give specific information about them.....
Name of entity:

% of ownership:

43. Customer lists, mailing lists, or other compilations

- No.
- Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?
 - No
 - Yes. Describe.....

44. Any business-related property you did not already list

- No
- Yes. Give specific information.....

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....

\$1,000.00

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.
- Yes. Go to line 47.

Current value of the portion you own?
Do not deduct secured claims or exemptions.

Debtor 1 **Thomas Mitchell Fenton**
Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**

Examples: Season tickets, country club membership

No

Yes. Give specific information.....

Worldmark Timeshare

\$1,000.00

54. **Add the dollar value of all of your entries from Part 7. Write that number here**

\$1,000.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$390,000.00
56. Part 2: Total vehicles, line 5	\$177,000.00	
57. Part 3: Total personal and household items, line 15	\$11,500.00	
58. Part 4: Total financial assets, line 36	\$1,350.00	
59. Part 5: Total business-related property, line 45	\$1,000.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	+ \$1,000.00	
62. Total personal property. Add lines 56 through 61...	\$191,850.00	Copy personal property total \$191,850.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$581,850.00

Exhibit C Prepetition Financial Statements
(to be taken from those filed with the court)

Fill in this information to identify your case:

Debtor 1 Thomas Mitchell Fenton

Debtor 2 Brielyn Rae Fenton
(Spouse, if filing)

United States Bankruptcy Court for the: WESTERN DISTRICT OF WASHINGTON

Case number _____
(If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 income as of the following date:
MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
<p>1. Fill in your employment information.</p> <p>If you have more than one job, attach a separate page with information about additional employers.</p> <p>Include part-time, seasonal, or self-employed work.</p> <p>Occupation may include student or homemaker, if it applies.</p>	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Occupation	<u>Consulting and construction</u>	<u>consulting and construction</u>
	Employer's name	<u>Fenton Consulting</u>	<u>Fenton Consulting</u>
	Employer's address	<u>same</u>	<u>same</u>
	How long employed there?	<u>6 months</u>	<u>6 months</u>

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>

	For Debtor 1	For Debtor 2 or non-filing spouse
4. Copy line 4 here	\$ 4,500.00	\$ 4,500.00
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	5a. \$ 850.00	\$ 850.00
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ 0.00
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ 0.00
5e. Insurance	5e. \$ 0.00	\$ 0.00
5f. Domestic support obligations	5f. \$ 0.00	\$ 0.00
5g. Union dues	5g. \$ 0.00	\$ 0.00
5h. Other deductions. Specify: _____	5h.+ \$ 0.00	+ \$ 0.00
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 850.00	\$ 850.00
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 3,650.00	\$ 3,650.00
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ 0.00
8b. Interest and dividends	8b. \$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 50.00	\$ 0.00
8d. Unemployment compensation	8d. \$ 0.00	\$ 0.00
8e. Social Security	8e. \$ 0.00	\$ 0.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ 0.00	\$ 0.00
8g. Pension or retirement income	8g. \$ 0.00	\$ 0.00
8h. Other monthly income. Specify: _____	8h.+ \$ 0.00	+ \$ 0.00
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 50.00	\$ 0.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 3,700.00 + \$ 3,650.00	= \$ 7,350.00
11. State all other regular contributions to the expenses that you list in <i>Schedule J</i> . Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify: _____		11. +\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 7,350.00 Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes. Explain: New business. Income is estimated from ongoing contracts		

Fill in this information to identify your case:

Debtor 1 Thomas Mitchell Fenton

Debtor 2 Brielyn Rae Fenton
(Spouse, if filing)

United States Bankruptcy Court for the: WESTERN DISTRICT OF WASHINGTON

Case number _____
(If known)

Check if this is:

- An amended filing
- A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

No. Go to line 2.

Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? No

Do not list Debtor 1 and Debtor 2.

Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Daughter

2

No

Yes

Daughter

4

No

Yes

Son

13

No

Yes

Son

14

No

Yes

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,400.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 50.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 125.00

4d. Homeowner's association or condominium dues

4d. \$ 35.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Thomas Mitchell Fenton**
 Debtor 2 **Brielyn Rae Fenton**

Case number (if known) _____

6. Utilities:		
6a. Electricity, heat, natural gas	6a. \$	<u>600.00</u>
6b. Water, sewer, garbage collection	6b. \$	<u>150.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>400.00</u>
6d. Other. Specify: _____	6d. \$	<u>0.00</u>
7. Food and housekeeping supplies	7. \$	<u>550.00</u>
8. Childcare and children's education costs	8. \$	<u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$	<u>75.00</u>
10. Personal care products and services	10. \$	<u>100.00</u>
11. Medical and dental expenses	11. \$	<u>225.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>300.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	<u>100.00</u>
14. Charitable contributions and religious donations	14. \$	<u>0.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<u>0.00</u>
15b. Health insurance	15b. \$	<u>0.00</u>
15c. Vehicle insurance	15c. \$	<u>500.00</u>
15d. Other insurance. Specify: _____	15d. \$	<u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	<u>0.00</u>
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. \$	<u>1,150.00</u>
17b. Car payments for Vehicle 2	17b. \$	<u>725.00</u>
17c. Other. Specify: Boat	17c. \$	<u>613.00</u>
17d. Other. Specify: _____	17d. \$	<u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18. \$	<u>50.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	19. \$	<u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a. \$	<u>0.00</u>
20b. Real estate taxes	20b. \$	<u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$	<u>0.00</u>
21. Other: Specify: _____	21. +\$	<u>0.00</u>
22. Calculate your monthly expenses		
22a. Add lines 4 through 21.	\$	<u>7,148.00</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	<u>7,148.00</u>
23. Calculate your monthly net income.		
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$	<u>7,350.00</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<u>7,148.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<u>202.00</u>
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes.	Explain here:	

Exhibit D Summary of Post-Petition Operating Reports and Historical Financial Data

Exhibit D: Monthly Operating Report
Historic Cash Flow Analysis

Month Ending On...	Net Income	General Disbursements	Net Individual Cash Flow	Additional Disbursements made by Fenton Consulting, LLC on behalf of the Debtors
Sunday, January 31, 2016	\$ 7,288.41	\$ 5,107.06	\$ 2,181.35	\$ 1,838.06
Sunday, February 28, 2016	\$ 4,537.00	\$ 16,259.98	\$ (11,722.98)	\$ -
Thursday, March 31, 2016	\$ 5,037.00	\$ 5,588.58	\$ (551.58)	\$ 1,881.75
Saturday, April 30, 2016	\$ 5,337.00	\$ 5,276.13	\$ 60.87	\$ 1,879.04
Monday, May 30, 2016	\$ 5,137.00	\$ 5,185.28	\$ (48.28)	\$ 1,879.04
Thursday, June 30, 2016	\$ 4,937.00	\$ 4,412.50	\$ 524.50	\$ 1,879.04
Sunday, July 31, 2016	\$ 4,837.00	\$ 5,936.25	\$ (1,099.25)	\$ 1,879.04
Wednesday, August 31, 2016	\$ 8,937.00	\$ 5,063.09	\$ 3,873.91	\$ 1,879.04
Total Year to Date 2016	\$ 46,047.41	\$ 52,828.87	\$ (6,781.46)	
Average Monthly, 2016	\$ 5,755.93	\$ 6,603.61	\$ (847.68)	

	Business Account Deposits	Business Account Withdrawals	Net
Sunday, January 31, 2016	\$ 10,210.61	\$ 9,977.34	\$ 233.27
Sunday, February 28, 2016	\$ 10,716.25	\$ 13,895.66	\$ (3,179.41)
Thursday, March 31, 2016	\$ 9,090.00	\$ 9,771.83	\$ (681.83)
Saturday, April 30, 2016	\$ 11,200.00	\$ 6,723.96	\$ 4,476.04
Monday, May 30, 2016	\$ 9,548.00	\$ 11,795.01	\$ (2,247.01)
Thursday, June 30, 2016	\$ 9,680.09	\$ 10,683.74	\$ (1,003.65)
Sunday, July 31, 2016	\$ 7,268.32	\$ 8,351.88	\$ (1,083.56)
Wednesday, August 31, 2016	\$ 16,790.00	\$ 13,483.22	\$ 3,306.78
Total Year to Date 2016	\$ 84,503.27	\$ 84,682.64	\$ (179.37)
Average Monthly, 2016	\$ 10,562.91	\$ 10,585.33	\$ (22.42)

Vortman Feinstein
520 Pike Street, Suite 2250
Seattle, WA 98101
Phone: 206-223-9595
Fax: 206-386-5355

MONTHLY FINANCIAL REPORT FOR INDIVIDUAL(S) NOT ENGAGED IN BUSINESS

Case No. _____

Report Month/Year August 2016

Debtor FENTON

INSTRUCTIONS: The debtor's monthly financial report shall include a cover sheet signed by the debtor and all UST forms and supporting documents. Exceptions, if allowed, are noted in the checklist below. Failure to comply with the reporting requirements of Local Bankruptcy Rule 2015-2(a), or the U.S. Trustee's reporting requirements, is cause for conversion or dismissal of the case.

Table with columns: Item, Description, Yes, No. Rows include UST-21 Comparative Balance Sheet, UST-22 Summary of Receipts, UST-23 Summary of Disbursements, UST-23 Continuation Sheets, UST-24 Part A Other Financial Disclosures - Real Estate and Property Sales, and UST-24 Part B Other Financial Disclosures - Insurance, etc.

DEBTOR'S CERTIFICATION

I certify under penalty of perjury that the information contained in this monthly financial report are complete, true, and accurate to the best of my knowledge, information, and belief.

Signature(s): [Handwritten Signature]

Date: 9-8-16

[Handwritten Signature]

Date: 9-8-16

The debtor, or trustee, if appointed, must sign the monthly financial report. Debtor's counsel may not sign a financial report for the debtor.

Case Number →

Debtor FENTON

Report Mo/Yr →

8/14

UST- 21 STATEMENT OF FINANCIAL CONDITION

INSTRUCTIONS: This balance sheet has been designed for ease of use by debtors not engaged in business. Accordingly, it is not intended to follow standard accounting principles. For funds held in financial institutions or brokerages, the debtor must report the month-end value. For each remaining asset, the debtor may use the value listed in the last filed Schedule A & B, or the current value. Footnotes or explanations, if any, may be attached to this page.

As of month ending ⇒ 8.16 8.16

ASSETS

Cash	<u>0</u>	<u>0</u>
Checking Account(s)	<u>4156.02</u>	<u>230.51</u>
Savings Account(s)	<u>5.20</u>	<u>5.20</u>
Investment/Brokerage Account(s)		
IRA/Retirement Account(s)		
Remaining Personal Property (per Schedule B but excluding all accounts listed above)	<u>190,650</u>	
Real Property (Schedule A)	<u>390,000</u>	
1.		
2.		
3.		
4.		
(Attach additional sheets if needed)		
Other Assets (list all assets not included above, including assets acquired postpetition, if any)		

TOTAL ASSETS 504,811.22 235.71 \$505,046.93

LIABILITIES

Pre-petition Liabilities	
Secured Debt (Schedule D)	<u>205,000</u>
Priority Unsecured Debt (Schedule E)	<u>436,240</u>
Unsecured Debt (Schedule F)	
Total Pre-petition Liabilities	<u>691,240</u>
Post-petition Liabilities	
Mortgage/Rent Payments Due	
Other Secured Debt	
Unpaid Real Property Taxes	
Other Unpaid Taxes (specify)	
Other Unpaid Debts (specify)	
Total Post-petition Liabilities	

TOTAL LIABILITIES 691,240

NET WORTH (TOTAL ASSETS MINUS TOTAL LIABILITIES) \$12,193.07

Case Number

Debtor

FENTON

Report Mo/Yr

8.16

UST-22, SUMMARY OF RECEIPTS

INSTRUCTIONS: Complete each category and provide the net receipts total for the month. Use the Notes section to explain or itemize receipts when appropriate (e.g., rental income from more than one property).

Type of Receipt	Gross Amount	Net Amount
Wages or salary	9937	8937
Social security, pension, or 401k distributions		
Rental income (itemize by property)		
Collection of accounts receivable or note payable (specify source)		
Loan or other financing proceeds (specify source)		
Proceeds from sale of real property		
Proceeds from sale of personal property		
Other (explain)		
TOTAL RECEIPTS FOR THIS MONTH	9937	8937

Notes:

Debtor FENTON

Case Number => _____

Report Mo/Yr => 8.14

UST-23, SUMMARY OF DISBURSEMENTS

INSTRUCTIONS: BEFORE COMPLETING THIS PAGE, prepare a UST-23 CONTINUATION SHEET (see next page) for each financial account or other source of the debtor's funds. The disbursement total from each CONTINUATION SHEET will be used to complete this SUMMARY OF DISBURSEMENTS page.

QUARTERLY FEES: Each month the debtor must provide an accurate disbursement total for purposes of calculating its obligation to pay statutory fees to the U.S. Trustee pursuant to 28 U.S.C. § 1930 (a)(6). The disbursement total includes all payments made by the bankruptcy estate during the reporting month, whether made by the debtor or another party for the debtor. It includes checks written and cash payments. It also includes payments made pursuant to a sale or liquidation of the debtor's assets. Typically, the only transactions excluded from the disbursement total are transfers among estate accounts during the same reporting month.

A fee payment is due 30 days after the end of each calendar quarter, or on **April 30, July 31, October 31, and January 31**, respectively. The debtor is reminded that the initial fee billing for each quarter is only an estimate*. Accordingly, when payment is due the debtor is responsible for calculating disbursements for the entire quarter (or portion thereof the debtor is in Chapter 11) and for paying the correct fee. Failure to pay statutory fees to the U.S. Trustee is cause for conversion or dismissal of the case. If you have questions about how to compute the disbursement total, please call the Bankruptcy Analyst assigned to your case at (206) 553-2000. Finally, a copy of the statutory fee schedule is attached to this report.

* By necessity, the fee billings are processed before the due date for the debtor's last monthly financial report for the quarter. Upon receipt of the debtor's report for the third month of the quarter, the U.S. Trustee adjusts the amount billed for that quarter, as appropriate.

Summary of Disbursements

Total disbursements from all UST-23 Continuation Sheet(s)	3063.09
Cash payments not included in total above (if any)	0
Disbursements made by another party on behalf of the debtor (if any) <i>Fenton Consulting</i>	1879.04
Disbursements made pursuant to a sale of the debtor's assets (if any)	
TOTAL DISBURSEMENTS THIS MONTH FROM ALL SOURCES	6942.13

At the end of this reporting month, did the debtor have any delinquent statutory fees owing to the U.S. Trustee?
Yes No If "Yes", list each quarter that is delinquent and the amount due.

(UST-23 CONTINUATION SHEETS, with attachments, should follow this page.)

Debtor FENTON

Case Number _____
Report Mo/Yr 8/16

UST-23 CONTINUATION SHEET, FINANCIAL ACCOUNT DETAIL

INSTRUCTIONS: Prepare a CONTINUATION SHEET for each financial or brokerage account or other source of the debtor's funds and attach supporting documents as indicated on the checklist below.

Depository (bank) name		<u>BECU</u>
Account number		3001199995
Purpose of this account (select one):		
<input checked="" type="checkbox"/> Checking		
<input type="checkbox"/> Savings		
<input type="checkbox"/> Investment/brokerage		
<input type="checkbox"/> IRA/retirement		
<input type="checkbox"/> Funds held in trust by debtor's attorney		
<input type="checkbox"/> Other (explain) _____		
Beginning cash balance		<u>101.28</u>
Add:	Transfers in from other accounts	<u>400.-</u>
	Loan or financing proceeds deposited to this account (identify source)	<u>1.02</u>
	Other receipts deposited to this account	<u>6437.-</u>
Total cash available this month		<u>6939.30</u>
Subtract:	Transfers out to other accounts	<u>600.-</u>
	Disbursements from this account (all checks written for the month plus cash withdrawals, if any)	<u>2183.28</u>
		Include this number when calculating "Total disbursements from all UST-23 Continuation Sheets" on line 1 of UST-23, Summary of Disbursements.
Adjustments, if any (explain)		<u>∅</u>
Ending cash balance		<u>4156.02</u>
Does this CONTINUATION SHEET include the following supporting documents, as required:		
		Yes No
<input type="checkbox"/>	A monthly bank statement (or attorney's trust account statement);	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	If applicable, a detailed statement of funds received or disbursed by another party for the debtor.	<input type="checkbox"/> <input type="checkbox"/>

Debtor

FENTON

Case Number

Report Mo/Yr

8/16

UST-23 CONTINUATION SHEET, FINANCIAL ACCOUNT DETAIL

INSTRUCTIONS: Prepare a CONTINUATION SHEET for each financial or brokerage account or other source of the debtor's funds and attach supporting documents as indicated on the checklist below.

Depository (bank) name
Account number

BECU
~~500119~~ 5232

Purpose of this account (select one):

- Checking
- Savings
- Investment/brokerage
- IRA/retirement
- Funds held in trust by debtor's attorney
- Other (explain) _____

Beginning cash balance

14.76

Add: Transfers in from other accounts

600

Loan or financing proceeds deposited to this account
(identify source)

.56

Other receipts deposited to this account

2895 -

Total cash available this month

3510.32

Subtract: Transfers out to other accounts

400

Disbursements from this account
(all checks written for the month plus cash
withdrawals, if any)

2879.81

Include this number when calculating
"Total disbursements from all UST-23
Continuation Sheets" on line 1 of UST-
23, Summary of Disbursements.

Adjustments, if any (explain)

0

Ending cash balance

230.51

Does this CONTINUATION SHEET include the following supporting documents, as required:

Yes No

- A monthly bank statement (or attorney's trust account statement); Yes No
- If applicable, a detailed statement of funds received or disbursed by another party for the debtor. Yes No

Case Number

Debtor

FENTON

Report Mo/Yr

8.16

UST-23 CONTINUATION SHEET, FINANCIAL ACCOUNT DETAIL

INSTRUCTIONS: Prepare a CONTINUATION SHEET for each financial or brokerage account or other source of the debtor's funds and attach supporting documents as indicated on the checklist below.

Depository (bank) name
Account number

BECA
~~33018~~ 16761

Purpose of this account (select one):

- Checking
- Savings
- Investment/brokerage
- IRA/retirement
- Funds held in trust by debtor's attorney
- Other (explain) _____

Beginning cash balance

5.20

Add: Transfers in from other accounts

Loan or financing proceeds deposited to this account
(identify source)

.02

Other receipts deposited to this account

Total cash available this month

Subtract: Transfers out to other accounts

Disbursements from this account
(all checks written for the month plus cash
withdrawals, if any)

Include this number when calculating
"Total disbursements from all UST-23
Continuation Sheets" on line 1 of UST-
23, Summary of Disbursements.

Adjustments, if any (explain)

Ending cash balance

5.22

Does this CONTINUATION SHEET include the following supporting documents, as required:

Yes No

- A monthly bank statement (or attorney's trust account statement); Yes No
- If applicable, a detailed statement of funds received or disbursed by another party for the debtor. Yes No

Case Number

Debtor

FENTON

Report Mo/Yr

8.16

UST-23 CONTINUATION SHEET, FINANCIAL ACCOUNT DETAIL

INSTRUCTIONS: Prepare a CONTINUATION SHEET for each financial or brokerage account or other source of the debtor's funds and attach supporting documents as indicated on the checklist below.

Depository (bank) name
Account number

BEACON
~~3304505417~~

Purpose of this account (select one):

- Checking
- Savings
- Investment/brokerage
- IRA/retirement
- Funds held in trust by debtor's attorney
- Other (explain) _____

Beginning cash balance

5.20

Add: Transfers in from other accounts

Loan or financing proceeds deposited to this account
(identify source)

.02

Other receipts deposited to this account

Total cash available this month

Subtract: Transfers out to other accounts

Disbursements from this account
(all checks written for the month plus cash
withdrawals, if any)

Include this number when calculating
"Total disbursements from all UST-23
Continuation Sheets" on line 1 of UST-
23, Summary of Disbursements.

Adjustments, if any (explain)

Ending cash balance

5.22

Does this CONTINUATION SHEET include the following supporting documents, as required:

Yes No

A monthly bank statement (or attorney's trust account statement);

If applicable, a detailed statement of funds received or disbursed by another party for the debtor.

Debtor FENTON

Case Number _____

Report Mo/Yr _____

8.16

UST-24 PART A, OTHER FINANCIAL DISCLOSURES - PROPERTY SALES

INSTRUCTIONS: Fully answer each question and attach additional sheets if necessary to provide a complete response.

Yes No

Question 1 - Sale or Abandonment of the Debtor's Assets. Did the debtor, or another party on behalf of the debtor, sell, transfer, or otherwise dispose of any of the debtor's assets during the reporting month? Include only sales out of the ordinary course. *An escrow statement or similar supporting document must be attached for any sale of real estate and show all disbursements from the gross sale amount including debt payoffs and sales commissions.*

<u>Asset Description</u>	<u>Date of Court Approval</u>	<u>Closing Date</u>	<u>Method of Disposition</u>	<u>Gross Sales Price</u>	<u>Net Proceeds Received (&Date)</u>	<u>Escrow Statement or Auctioneers Report Attached?</u>
1.						
2.						
3.						
4.						
5.						
				Total	_____	

Any disbursements made from escrow or trust accounts from the proceeds of the above transactions should also be included on the line of UST-14 entitled "Disbursements made by other parties for the debtor."

Attach additional pages as needed

Question 2 - Financing. During the reporting month, did the debtor receive any funds from an outside funding source, including relatives?

<u>Date of Court Approval</u>	<u>Amount</u>	<u>Source of funds</u>	<u>Date Received</u>
			Total

Debtor FENTON

Case Number _____

Report Mo/Yr

8.16

**UST-24 PART B, OTHER FINANCIAL
DISCLOSURES - INSURANCE & OTHER**

<p>Question 3 - Insurance Coverage. Did the debtor renew, modify, or replace any insurance policies during this reporting month?</p> <p>Renewals:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>Provider</u></td> <td style="width: 30%;"><u>New Premium</u></td> <td style="width: 40%;"><u>Is a Copy Attached to this Report?</u></td> </tr> </table> <p>Changes:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>Provider</u></td> <td style="width: 30%;"><u>New Premium</u></td> <td style="width: 40%;"><u>Is a Copy Attached to this Report?</u></td> </tr> </table> <p>Were any insurance policies canceled or otherwise terminated for any reason during the reporting month? If yes, explain.</p>	<u>Provider</u>	<u>New Premium</u>	<u>Is a Copy Attached to this Report?</u>	<u>Provider</u>	<u>New Premium</u>	<u>Is a Copy Attached to this Report?</u>	<table border="0"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: right;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Provider</u>	<u>New Premium</u>	<u>Is a Copy Attached to this Report?</u>											
<u>Provider</u>	<u>New Premium</u>	<u>Is a Copy Attached to this Report?</u>											
Yes	No												
<input type="checkbox"/>	<input type="checkbox"/>												
<input type="checkbox"/>	<input type="checkbox"/>												

Question 4 - Payments on Pre-Petition Unsecured Debt (requires court approval). Did the debtor, or another party on behalf of the debtor, make any payments during this reporting month on pre-petition unsecured debt? **If yes, disclose each payment and include payee's name and purpose, payment date, dollar amount, and date of court approval.**

Question 5 - Payments to Attorneys and Other Professionals (requires court approval). Did the debtor, or another party on behalf of the debtor, make any payments during this reporting month to a professional such as an attorney, accountant, realtor, appraiser, auctioneer, business consultant, or other professional person? **If yes, list each payment and include professionals name and description of services performed, payment date, dollar amount, and date of court approval.**

	<u>Payee</u>	<u>Description of Services</u>	<u>Date of Court Approval</u>	<u>Payment Date</u>	<u>Amount</u>
1.					
2.					
3.					
					Total \$ _____

Question 6 - Estimated Professional Fees. List estimated post-petition professional fees and expenses. To the extent possible, use billing statements to report the actual amounts due. If billing statements have not been received, use the best information available to estimate the fees and costs.

Question 7 - Significant Events. Explain any significant new developments during the reporting month.

Question 8 - Case Progress. Explain what progress the debtor made during the reporting month toward confirmation of a plan of reorganization.

Exhibit E – Liquidation Analysis

Asset	Scheduled Value	Exemption	Liens	Liquidation Value
Debtor's Residence	\$390,000	-\$125,000	-\$57,000	\$208,000
Chevy Duramax	\$6,000	-\$6,000	\$0	\$0
Kawasaki Sport	\$4,000	-\$500	\$0	\$3,500
Chevy Avalanche	\$15,000	-\$1,700	-\$2,200 (Tires - Les Schwab)	\$11,100
Ford F350	\$50,000	\$0	-\$50,000	\$0
Ford Mustang	\$45,000	\$0	-\$52,000	\$0
Motor Home	\$1,000	\$0	\$0	\$1,000
RV	\$1,000	\$0	\$0	\$1,000
2005 Cobalt Boat	\$58,070	\$0	-\$51,034.78	\$7,035
Household Goods	\$3,500	-\$3,500	\$0	\$0
Electronics	\$1,500	-\$1,500	\$0	\$0
Books, Pictures, Art	\$500	-\$500	\$0	\$0
Sport and Hobby Equipment	\$1,500	-\$1,500	\$0	\$0
Wearing Apparel	\$1,000	-\$1,000	\$0	\$0
Jewelry	\$3,500	-\$3,500	\$0	\$0
Cash	\$1,000	-\$1,000	\$0	\$0
Bank Accounts	\$200	-\$200	\$0	\$0
Fenton Consulting, LLC	\$100	-\$100	\$0	\$0
Tools of the Trade	\$1,000	-\$1,000	\$0	\$0
Timeshare	\$1,000	-\$1,000	\$0	\$0
Subtotal of Assets				\$231,635
Cost of Sale of Real Property				-\$39,000
Est. Trustee's Fees				-\$19,085
Net Liquidation Value of Estate				\$173,550
Total Classes 5, 6, and 7 – All Allowed Unsecured Claims				\$491,429.80
Percentage Retained in a Ch. 7 Liquidation				35%
Percentage Retained in Proposed Plan				35%

Exhibit F: Projections of Cash Flow and Earnings for Post-Confirmation Period

Montly Estimated Budget 2016 - 2017								
<u>INCOME</u>	September	October	November	December	January	February	6 MONTH TOTAL	AVERAGE
Income from Fenton Consulting, LLC	\$11,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$60,000.00	\$10,000.00
EXPENSES								
Class 1: Alaska USA Fed. Credit Union	\$616.06	\$616.06	\$616.06	\$616.06	\$616.06	\$616.06	\$3,696.36	\$616.06
Class 2: Ford Credit	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$11,400.00	\$1,900.00
Class 3: Les Schwab	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$336.00	\$56.00
Class 4: Nationstar	\$1,211.00	\$1,211.00	\$1,211.00	\$1,211.00	\$1,211.00	\$1,211.00	\$7,266.00	\$1,211.00
Class 5: Unsecured Creditors <\$1,000	\$0.00	\$0.00	\$0.00	\$1,479.68	\$0.00	\$0.00	\$1,479.68	\$246.61
Class 6: Unsecured Creditors <\$10,000	\$0.00	\$0.00	\$196.16	\$196.16	\$196.16	\$196.16	\$784.64	\$130.77
Class 7: Brian and Trina Doheny	\$0.00	\$0.00	\$1,259.77	\$1,259.77	\$1,259.77	\$1,259.77	\$5,039.08	\$839.85
Auto (Fuel, Ins, Registration, Service)	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$4,800.00	\$800.00
Childcare/Activities and Extracurriculars	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$600.00	\$100.00
Clothing	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$300.00	\$50.00
Dining & Ent	\$100.00	\$100.00	\$100.00	\$150.00	\$100.00	\$100.00	\$650.00	\$108.33
Food	\$500.00	\$500.00	\$500.00	\$750.00	\$500.00	\$500.00	\$3,250.00	\$541.67
Gifts and Travel	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$600.00	\$100.00
Home Maintenance, Repair, & Upkeep	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$750.00	\$125.00
Homeowner's Association Dues	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$210.00	\$35.00
Insurance - Home	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$300.00	\$50.00
Legal and Professional Fees	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$1,000.00
Personal Care & Medical	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00	\$500.00
Taxes	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$1,000.00
Telephone, Cable, Internet	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00	\$500.00
Utilities: Electricity, Water, Garbage, etc.	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00	\$3,900.00	\$650.00
TOTAL EXPENSES	\$9,543.06	\$9,543.06	\$10,998.99	\$11,378.67	\$8,998.99	\$8,998.99	\$59,461.76	\$9,910.29
Net Profit or Loss	\$1,456.94	\$456.94	-\$998.99	-\$2,378.67	\$1,001.01	\$1,001.01	\$538.24	\$89.71

Vortman Feinstein
 520 Pike Street, Suite 2250
 Seattle, WA 98101
 (206) 223-9595
 Fax: (206) 386-5355

Exhibit G Objection filed by Brian and Trina Doheny

The Debtors are not admitting the truth of any of the statements or allegations contained therein, and it is attached for the creditors' review without comment.

IN THE UNITED STATE BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:	BANKRUPTCY CASE NO. 15-17409
THOMAS AND BRIELYN FENTON,	OBJECTION OF CREDITORS BRIAN AND TRINA DOHENY TO ENTRY OF AN ORDER APPROVING DEBTORS' DISCLOSURE STATEMENT
Debtors.	

Brian and Trina Doheny (“the Doheny’s”), as a creditor and party in interest, by and through their counsel of record, hereby object to an entry of an order approving the Debtor’s Disclosure Statement. As discussed more fully below, the Doheny’s object to the Disclosure Statement because: (i) the Disclosure Statement fails to provide adequate information as that term is defined in 11U.S.C. § 1125(a)(1), and (ii) the Debtor’s Plan of Reorganization (“Plan”) that the Disclosure Statement describes is not capable of being confirmed.

In support of this Objection, the Doheny’s state as follows:

I. PERTINENT PROCEDURAL HISTORY

1. On September 14, 2016, the Debtors filed the Disclosure Statement and Plan.

OBJECTION OF CREDITORS BRIAN AND
TRINA DOHENY TO ENTRY OF AN ORDER
APPROVING DEBTORS’ DISCLOSURE
STATEMENT

- 1 -

Betts
Patterson
Mines
One Convention Place
Suite 1400
701 Pike Street
Seattle, Washington 98101-3927
(206) 292-9988

1 judgment about the plan, ... and in determining whether a
2 disclosure statement provides adequate information, the court
3 shall consider the complexity of the case, the benefit of additional
4 information to the creditors and other parties in interest, and the
5 cost of providing additional information. . . 11 U.S.C. § 1125(a).

6 7. Section 1125 further defines an “investor typical of holders of claims or interests
7 of the relevant class” to mean an investor having (i) a claim or interest of the relevant class, (ii)
8 a relationship with the debtor as the holder of the claim or interest of the relevant class
9 generally have, and (iii) the ability to obtain information from sources other than the disclosure
10 statement as the holder of the claim or interest of the relevant class. 11 U.S.C. § 1125(a).

11 8. The standard for determining whether a plan proponent has provided the
12 “adequate information” required under § 1125 is “whether hypothetical reasonable investors
13 receive such information as will enable them to evaluate for themselves what impact the
14 information might have on their claims and the outcome of the case, and to decide for
15 themselves what course of action to take.”¹ According to the legislative history to section 1125
16 of the Bankruptcy Code, “the disclosure statement was intended by Congress to be the primary
17 source of information upon which creditors and shareholders would make an informed
18
19
20
21

22 ¹ *In re Ferguson*, 474 B.R. 466, 471 (Bankr. D.S.C. 2012) (*quoting* *In re Applegate Prop., Ltd.*, 133 B.R. 827, 831
23 (Bankr. W.D. Tex. 1991)); *see also Nelson v. Dalkon Shield Claimants Trust (In re A.H. Robins Co.)*, 216 B.R.
24 175, 180 (Bankr. E.D. Va. 1997) (adequate disclosure “is designed to provide information to creditors to permit
25 them to determine whether to vote for or against the plan ... It plays a pivotal role in the give and take among
creditors and between creditors and the debtor that leads to a confirmed negotiated plan of reorganization by
requiring adequate disclosure to the parties so they can make their own decisions on the plan's acceptability”); *In*
re United States Brass Corp., 194 B.R. 420, 423 (Bankr. E.D. Tex. 1996) (“The purpose of the disclosure statement
is not to assure acceptance or rejection of a plan, but to provide enough information to interested persons so they
may make an informed choice between two alternatives”).

OBJECTION OF CREDITORS BRIAN AND
TRINA DOHENY TO ENTRY OF AN ORDER
APPROVING DEBTORS' DISCLOSURE
STATEMENT

- 3 -

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1 judgment about a plan of reorganization.”² “[T]he importance of full disclosure and honest
2 disclosure is critical and cannot be overstated.”³

3 9. The determination of whether the disclosure statement contains adequate
4 information is made on a case-by-case basis.⁴ However, bankruptcy courts have identified a
5 number factors “which may be mandatory, under the facts and circumstances of a particular
6 case, to meet the statutory requirement of adequate information”:

7
8 ‘(1) the events which led to the filing of a bankruptcy petition; (2)
9 a description of the available assets and their value; (3) the
10 anticipated future of the company; (4) the source of information
11 stated in the disclosure statement; (5) a disclaimer; (6) the present
12 condition of the debtor while in Chapter 11; (7) the scheduled
13 claims; (8) the estimated return to creditors under a Chapter 7
14 liquidation; (9) the accounting method utilized to produce
15 financial information and the name of the accountants responsible
16 for such information; (10) the future management of the debtor;
17 (11) the Chapter 11 plan or a summary thereof; (12) the estimated
18 administrative expenses, including attorneys' and accountants'
19 fees; (13) the collectability of accounts receivable; (14) financial
20 information, data, valuations or projections relevant to the
21 creditors' decision to accept or reject the Chapter 11 plan; (15)
22 information relevant to the risks posed to creditors under the
23 plan; (16) the actual or projected realizable value from recovery
24 of preferential or otherwise voidable transfers; (17) litigation
25 likely to arise in a nonbankruptcy context; (18) tax attributes of
the Debtor; and (19) the relationship of the debtor with
affiliates.’⁵

20 Courts have recognized that even all of those factors are not always sufficient.⁶ In every case,
21 the disclosure statement must provide information “essential for a party weighing the
22

23 ² *In re Jeppson*, 66 B.R. 269, 291 (Bankr. D. Utah 1986). See also *In re Point Wylie Co.*, 78 B.R. 453, 460 n. 6
(Bankr. D.S.C. 1987); *In re Galerie Des Monnaies of Geneva, Ltd.*, 55 B.R. 253, 259 (Bankr. S.D.N.Y. 1985).

24 ³ *In re Radco Props., Inc.*, 402 B.R. 666, 682 (Bankr. E.D. N.C. 2009).

25 ⁴ *In re Reilly*, 71 BR 132, 135 (Bankr. D. Mont. 1987).

⁵ *Id.* at 134 (quoting *In re Metrocraft Pub. Service Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984)); see also *In re Scioto Valley Mortgage Co.*, 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988).

⁶ *Id.* at 134.

OBJECTION OF CREDITORS BRIAN AND
TRINA DOHENY TO ENTRY OF AN ORDER
APPROVING DEBTORS' DISCLOSURE
STATEMENT

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1 creditability and merits of the plan,” and “must contain factual support of the opinions
2 contained in the disclosure statement.”⁷ In this case, the Doheny’s assert that the Disclosure
3 Statement fails to meet the requisite factors or otherwise provide adequate disclosure.

4 ***The Events That Led to the Filing of The Bankruptcy***

5 10. The Debtors fail to adequately describe the events that led to the filing of the
6 bankruptcy. Specifically, they fail to fully disclose the mismanagement of their financial
7 obligations and legal dispute with the Doheny’s. The Debtors simply state that they were in a
8 legal dispute with the Doheny’s and reference King County Cause No. 15-2-06183-6 SEA, yet
9 they fail to explain how or why the legal dispute arose. This is particularly important for the
10 purpose the Debtor’s Disclosure Statement because the Court should have an accurate factual
11 depiction of how the Doheny’s came to be creditors in this bankruptcy, and why they are the
12 most significantly impacted creditors.⁸

13 11. As stated more fully in the Complaint attached hereto as **Exhibit A**, the
14 Doheny’s filed suit in King County Superior Court against the Debtors for breach of contract
15 on or about March 13, 2015. That lawsuit commenced because the Debtors defaulted on a loan
16 they received from the Doheny’s to pay off their then-existing mortgage for their residence
17 located at 23826 SE 283rd Street, Maple Valley, WA 98038 (“the subject property”), as well as
18 some other debts.
19

20 12. Specifically, the Debtors breached the terms of the Loan Agreement with the
21 Doheny’s attached hereto as **Exhibit B** by failing to timely make their monthly payments and
22

23
24
25 ⁷ *Id.* at 134-35 (quoting *In re Fierman*, 21 B.R. 314, 315 (Bankr. E.D. Pa. 1982).

⁸ The Debtors owe the Doheny’s \$558,264, and claim that they will “allow” repayment of \$453,575.91. This is the majority of the debt owed in this bankruptcy.

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1 by failing to give a security interest in the subject property. Under Section 6 of the Loan
2 Agreement, the Debtors agreed to make, “360 equal uninterrupted monthly installments of
3 \$2,367 on the First day of each month starting on the 1st day of April, 2010, and ending on
4 March 31, 2040.” The Debtors failed to send or make their monthly payments on the first day
5 of each month 58 times from April 2010 – February 2015. Additionally, Section 9 of the Loan
6 Agreement explicitly provides that, “To protect lender, [Debtors] give what is known as a
7 security interest or mortgage in” the subject property.
8

9 13. The Debtor’s agreement to give a security interest in the subject property is
10 further evidenced by Section 10 of the Loan Agreement which states that, in the event of
11 default, “The lender can then demand immediate release of Security Property, without giving
12 anyone further notice.” When the Doheny’s demanded that the Debtors follow through with
13 their agreement and execute the requisite Promissory Note and Deed of Trust for a security
14 interest in the subject property, a dispute arose and the Debtors stopped making their monthly
15 loan payments altogether. The Doheny’s then initiated the King County lawsuit to seek
16 repayment of the amounts due and owing under the Loan Agreement, including late charges,
17 interest and attorney’s fees.
18

19 14. Following the commencement of the lawsuit, the Doheny’s served the Debtors
20 with several discovery requests, all of which went unanswered. The discovery included a set of
21 Request for Admissions which asked the Debtors, among other things, to admit or deny that
22 the total loan amount at that time was \$465,834 (not including interest or late charges). The
23 Requests for Admissions also asked, among other things, for the Debtors to admit or deny that
24 they breached the terms of the Loan Agreement by failing to timely make their monthly
25

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1 payments and by failing to give a security interest in the subject property in accordance with
2 the Loan Agreement. Under Civil Rule 36, these type of requests are deemed admitted by the
3 Court if the Debtors fail to respond or lodge objections within 30 days. The Debtors did not
4 respond. All of the requests were, therefore, deemed admitted.⁹

5
6 15. The Doheny's were also forced to file a motion to compel outstanding
7 Interrogatories and Requests for Production because the Debtors failed to respond. The Court
8 granted the motion and ordered that the Debtors respond before December 1, 2015. The Court
9 also awarded the Doheny's the amount of \$1,500 attorney's fees for the Debtor's failure to
10 comply with discovery. A copy of the Order is attached hereto as **Exhibit C**. The Debtors
11 were ordered to pay that sum on or before December 24, 2015, or they would be in violation of
12 the Court Order. Not surprisingly, the Debtors failed to comply with the Court Order and pay
13 this financial obligation.¹⁰ Instead, they Petitioned this Court for a Chapter 11 bankruptcy on
14 December 22, 2015.

15
16 ***Description of Available Assets and Their Value***

17 16. The Debtors have provided no factual or legal support for how they determined
18 the value of collateral for all of its following Classes: Class 1 (2005 Cobalt 282 Boat, 2005
19 Twin Volvo Engine, and 2002 Dorsey Triple Axel Trailer, Class 2 (Ford Mustang and Ford
20 F350 Truck), Class 3 (Les Schwab Tire Centers), Class 4 (Nationstar HELOC), Class 5 (claims
21 under \$1,000), Class 6 (claims under \$10,000) and Class 7 (the Doheny's Loan).

22
23
24
25 ⁹ The Debtors further admitted to breaching the Loan Agreement, and testified under oath that they intended to
repay the loan amount in full at the initial Meeting of the Creditors on January 27, 2016.

¹⁰ The \$1,500 due a owing pursuant to the attached Court Order was not disclosed, and has not been identified as
an additional debt to the Doheny's in this bankruptcy.

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1 17. With respect to Class 4 and Class 7, the Debtors assert that the value of the
2 collateral subject property is \$390,000. The Debtor's fail to describe how or why they valued
3 the subject property at that figure. What is the Debtor's comparison, appraisal or baseline to
4 determine value, particularly given that market rates are at an historic high? The value for this
5 collateral (and other classes of collateral identified above) appears to be arbitrary and without
6 any support. In fact, a cursory review of market conditions suggests that **the Debtors grossly**
7 **underestimated the value of the subject property.** As of today, Zillow has the property
8 valued at an average of \$489,175, and it is projected to increase even further in the coming
9 months. Attached hereto as **Exhibit D** is a copy of the Zillow estimate. Additionally, Redfin
10 values the property even higher at \$498,504. Attached hereto as **Exhibit E** is a copy of the
11 Redfin estimate. Either way, **the Debtors have undervalued the subject property by**
12 **approximately \$100,000.** This cannot be overlooked, and the Debtor's Disclosure Statement
13 can be denied on this basis alone.
14

15
16 *Accounting Methods Used*

17 18. The Debtors completely omit any discussion as to the accounting methods
18 utilized to produce the financial information in the Disclosure Statement and the name of the
19 accountant(s) responsible for such information. Without this information, how do we know
20 whether the financial disclosures are accurate or that the method used is even valid?
21

22 *Financial Information and Data Relevant to Decision to Accept or Reject the Plan*
23
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25

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1 19. The Debtors state that payments and distributions under the Plan will be **solely**
2 **funded** by the income and wages earned through Fenton Consulting, LLC.¹¹ Based on the
3 projections of cash flow and earnings for the LLC, this cannot be accomplished. For instance,
4 the Debtors claim a profit of \$1,456.94 for September 2016. This is the highest profit projected
5 over the next six months. This is not an adequate profit margin for the Debtors to achieve their
6 proposed monthly distributions as follows: \$616.06 to Class 1 (2005 Cobalt 282 Boat), \$56 to
7 Class 3 (Les Schwab Tire Centers), \$1,211 to Class 4 (Nationstar HELOC), \$196.16 to Class 6
8 and \$1,259.77 to Class 7.¹² Even more disconcerting is how the Debtors will be able to follow
9 through with their payments when they have projected significant losses in November and
10 December 2016. They simply do not have the means to implement the Plan. Or, if they do
11 have the means, the Debtor's Disclosure Statement does not accurately reflect their earnings,
12 cash flow or projections. This can also not be overlooked.
13
14

15 20. The Debtors fail to provide any data or support for how they determined the
16 feasibility of their monthly payments to creditors. If the Debtors have agreed to pay the
17 Doheny's \$1,259.77 per month on a \$558,264 debt, then why would they propose to pay
18 essentially the same sum (\$1,211 per month) on a \$57,000 debt, or even \$616.06 per month for
19 a boat that is allegedly valued at \$58,070? This is nonsensical and inequitable.
20
21

22 _____
23 ¹¹ They also state that the source of payment for the balloon payment due 6 years from the effective date of
24 confirmation of the Plan to Class 7 will be the sale or refinance of the subject property. Given the high property
25 value and market conditions, the Doheny's would ask that the subject property be sold as part of the reorganization
in order to maximize a return on the loan that is owed to them by the Debtors

¹² This does not even include the monthly payment for Class 2 (Ford Mustang and Ford F350 Truck)
which was not disclosed, nor does it account for monthly payments owed for unsecured claims under
\$1,000, or even the expenses of day-to-day living.

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1 21. The Debtor's purported "allowed claim" in the amount of \$453,575.91,
2 proposed monthly payments, interest rate and balloon payment to the Doheny's under Class 7
3 is wholly inadequate. The Doheny's tried to work with the Debtors for several months prior to
4 the Debtors filing the Disclosure Statement in order to come to an amicable resolution and
5 agreed payment plan. As part of those discussions, the Doheny's graciously proposed a
6 reduction in the amount owed from \$558,264 to \$453,575.91 (the amount currently proposed
7 by the Debtors). That is over a \$100,000 reduction in the amount owed (and that does not
8 include roughly \$150,000 in interest payments the Debtors would not have to pay over a six
9 year term). Given the amount of time that transpired, the Doheny's proposed a deadline of
10 September 5, 2016, for the Debtors to accept or reject the Doheny's offer. If the offer was not
11 accepted by that day, then the Doheny's informed the Debtors they would object to their
12 Disclosure Statement and would be seeking the original amount owed under the terms of the
13 loan, as well as a security interest in the subject property pursuant to the Loan Agreement. The
14 Debtor's attorney was out of the office until September 6, 2016. He did not accept the offer
15 upon his return. Rather, he said he would recommend to the Debtors that they accept the offer.
16
17

18 22. Since there was no acceptance of the Doheny's generous offer to reduce the total
19 amount owed with no interest by the proffered deadline, the Doheny's are following through
20 with their assertion and are seeking the full amount owed on the loan (\$558,264) plus a security
21 interest in the subject property. This is what was contemplated by the parties and what the
22 Debtors agreed to when they originally executed the Loan Agreement. It is also what they
23 admitted to under CR 36 when their requests for admissions were deemed admitted, and when
24 they testified under oath at the Meeting of the Creditors. Thus, the Doheny's object to the
25

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1 description and treatment of the amount due and owing as proposed by the Debtors, and
2 respectfully requests that the Court order that they pay the Doheny's the full amount that is
3 owed on the Loan, and that they provide the Doheny's with a security interest in the subject
4 property so that they are protected in the event the Debtors default again in the future. Given
5 the Debtor's history of failing to make their monthly payments to the Doheny's 58 times, and
6 their history of irresponsible spending habits as discussed more fully below, this is the only
7 way the Doheny's loan to the Debtors can be safeguarded.
8

9 ***Other Information***

10 23. The Doheny's further object to the Disclosure Statement because it has not been
11 proposed in good faith and, more importantly, because it is not fair or equitable. The Debtors
12 have a history of irresponsible spending habits and live beyond their means. This is evidenced
13 by the fact that their cash flows are significantly less than the amount of money the Debtors
14 owe to their creditors for items like a Ford Mustang and Ford F350 Truck in the amount of
15 approximately \$102,000, which were both financed after the Debtors paid off their then-
16 existing mortgage with the Doheny's loan. The Debtors also purchased a boat for over \$50,000
17 and racked up approximately \$38,000 in credit card debt after they borrowed nearly \$500,000
18 from the Doheny's Presumably, the Debtors qualified for such copious amounts of financing
19 because (on paper) it looks like they own their home outright. By carefully scrutinizing the
20 Debtor's financial history and facts surrounding the present bankruptcy proceeding, this Court
21 has an opportunity to stop the Debtors from their irresponsible spending and financial
22 management. More importantly, there is a very strong likelihood that the Debtors will be back
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1 in bankruptcy court in the near future if they do not propose an adequate, fair and feasible
2 Disclosure Statement and Plan in this proceeding.

3 24. Finally, the Doheny's object to the proposed turnover under §542. It does not
4 fully inform the Court of the personal belongings or how the Doheny's came to be in
5 possession of those belongings. Debtor Thomas Fenton was convicted of a felony which
6 prevented him from keeping fire arms in his possession. The Doheny's agreed to hold on to
7 those fire arms until Mr. Fenton was allowed to have them. Mr. Fenton has never provided any
8 proof that he is once again allowed to have fire arms. Thus, it is unclear whether the Doheny's
9 are even permitted by law to return the firearms. More importantly, this is an issue that should
10 be dealt with outside of the present bankruptcy proceedings.
11

12 **B. The Court Should Not Approve the Disclosure Statement Where the Plan it**
13 **Describes is Not Confirmable.**

14 25. It is well-settled that the Court should not approve a disclosure statement under
15 1125 of the Bankruptcy Code when the plan it describes is not capable of being confirmed.
16 Here, the Doheny's object to the approval of the Disclosure Statement because the Plan it
17 describes is not capable of confirmation. Accordingly, the Doheny's submit that the Court not
18 approve the Disclosure Statement to avoid Trustee from expending valuable resources in
19 seeking confirmation of the Plan.
20

21 26. To be confirmed, a plan must satisfy certain statutory requirements found in
22 section 1129 of the Bankruptcy Code, including the following: (i) the plan complies with the
23 Bankruptcy Code; (ii) the plan has been proposed in good faith; (iii) the plan has been accepted
24 by at least one class of impaired creditors (without taking into account plan acceptances of
25 insiders), if any class of creditors is impaired; (iv) each class of creditors and interest holders

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1 has accepted the plan (or is deemed to have accepted by reason of non-impairment), or the plan
2 is “fair and equitable” with respect to each dissenting class; and (v) the plan is “feasible,” in
3 that confirmation is not likely to be followed by the debtor’s liquidation or need for further
4 financial reorganization (unless contemplated by the plan).

5
6 27. For the reasons stated above, the Plan in this case cannot be confirmed because
7 it is not fair and equitable to the Doheny’s, nor is it feasible based on the current and projected
8 financial condition of the Debtors.

9 **III. CONCLUSION**

10 The Disclosure Statement does not provide adequate information; that is to say, it does
11 not provide information essential for a hypothetical party in the members’ class to weigh the
12 creditability and merits of the Plan and to make an informed judgment how to act on the Plan in
13 accordance with the Bankruptcy Code. In fact, the Plan is facially deficient and cannot be
14 confirmed. Therefore, the Doheny’s respectfully request that the Court deny approval of the
15 Disclosure Statement.
16

17 DATED this 13th day of October, 2016.

18 BETTS, PATTERSON & MINES, P.S.

19
20 By */s/ Shawna M. Lydon*

21 Shawna M. Lydon, WSBA #34238
22 Attorneys for Brian and Trina Doheny
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CERTIFICATE OF SERVICE

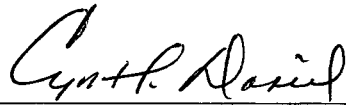
I, Cynthia Daniel , declare as follows:

1) I am a citizen of the United States and a resident of the State of Washington. I am over the age of 18 years and not a party to the within entitled cause. I am employed by the law firm of Betts, Patterson & Mines, P.S., whose address is One Convention Place, Suite 1400, 701 Pike Street, Seattle, Washington 98101-3927.

2) By the end of the business day on October 13, 2016, I caused to be served via the Court's ECF to all parties the attached document.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 13th day of October 2016.



Cynthia Daniel